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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

8 ROBERT WILDER, an individual, on his own
behalf and on behalf of all others similarly situated,)

9 Plaintiff,)

10 v.)

11 JPMORGAN CHASE BANK, N.A., and FIRST
12 AMERICAN CORELOGIC, INC.,)

13 Defendants.)

No. SACVD9-834 DOC(RNB)

**CLASS ACTION COMPLAINT
AND JURY DEMAND**

BY FAX

14 Robert Wilder ("Wilder" or "Plaintiff"), for his complaint, alleges as follows upon
15 information and belief, based upon, *inter alia*, investigation conducted by his attorneys, except as
16 to those allegations pertaining to Plaintiff and his counsel personally, which are alleged upon
17 personal knowledge:

18 **Introduction**

19 1. This case is about Defendant JPMorgan Chase Bank, N.A.'s ("Chase") illegal
20 reduction of credit limits on home equity lines of credit ("HELOCs") across the country. In an
21 attempt to limit its exposure to generally declining values in the United States housing market,
22 Chase, with substantial help and assistance from First American CoreLogic ("CoreLogic"), has
23 violated the Truth in Lending Act and its implementing regulation, Regulation Z, and has broken
24 its contractual promises to its HELOC account holders (collectively "Class Members") by using
25 credit limit reduction standards and triggering events contrary to federal regulations, by reducing
26 credit limits or freezing HELOC accounts without first reasonably assessing the value of each
27 affected property, and by failing to provide adequate notice of such actions to its customers. As a
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1/5
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2. Each member of the Class had a HELOC for which Chase reduced the available credit in a manner that was both illegal and unfair. As a result of Defendants' wrongful actions, Plaintiff Wilder brings this class action on behalf of himself and the putative class and sub classes for actual damages and attorneys fees under Regulation Z of the Truth-in-Lending Act ("TILA") (15 U.S.C. § 1640(a); 12 C.F.R. § 226.5(b)), equitable and injunctive remedies under California's Unfair Competition Law ("UCL") (Cal. Bus. & Prof. Code § 17200 *et. seq.*) and damages for breach of contract.

3. As recently as April 2009, Chase sent a form letter to thousands of its HELOC customers, including Plaintiff and the other class members, summarily lowering their lines of credit. The letter stated:

(See “Important Information about your Home Equity Line of Credit” received by Plaintiff, a true and accurate copy of which is attached as Exhibit A.)

4. The letter does not disclose the initial value of the property, the amount by which the property has supposedly decreased, or the methodology used to compute the decline in home value or other figures. Rather, on a second page for “Frequently Asked Questions” the letter states:

A: We are doing everything we can to keep homeowners from owing more than their home is worth, especially as home values in many areas of the country are falling. Your property's value no longer supports your full Home Equity Line of Credit.

A: We used an industry standard method to value your property that did not require an appraiser to enter your home. We have confidence that our valuation for your property is accurate....

1 (See Ex. A.)

2 5. Chase lacked a sound factual basis for sending these letters and reducing credit
3 limits or freezing its customers' HELOCs. Defendant Chase, with substantial assistance and
4 support from co-Defendant CoreLogic, knowingly and intentionally used faulty and dubious
5 automated formulas, with unreliable and inaccurate analyses, data, equations, and processes
6 vulnerable to manipulation, including but not limited to Automated Valuation Models ("AVMs"),
7 to unreasonably undervalue homes so as to falsely trigger Chase's right to freeze accounts or
8 lower credit limits. Furthermore, Defendant Chase intentionally ignored Regulation Z's definition
9 of significant decline in value and instead used its own triggering events to purportedly grant it the
10 right to freeze HELOC accounts or reduce credit limits. As a result, Chase, in violation of federal
11 law, reduced the credit limits and/or froze the HELOC accounts of many homeowners, including
12 Plaintiff, whose property values had not declined significantly.

13 6. While federal law permits Defendants to reduce credit limits if an individual
14 property securing a HELOC significantly declines in value, it violates federal law to reduce the
15 credit limits of or suspend HELOC accounts without first assessing the value of the collateral that
16 secures each affected HELOC account or having a sound factual basis for the suspension or
17 reduction. It is also unlawful to use triggering events (ie., circumstances defined under Regulation
18 Z the occurrence of which allows lenders to reduce credit limits or suspend HELOC accounts)
19 inconsistent with those provided for by Regulation Z. As a result, Chase's intentional and
20 systematic freezing of accounts and mass reduction of credit limits based on unreasonably faulty
21 AVMs, its intentional and systematic concealment of its processes, standards and requirements for
22 reducing, suspending or re-instating such accounts or credit limits, and its use of a 5% reduction in
23 equity as a standard "triggering event" was inconsistent with Regulation Z and was and remains
24 illegal.

25 7. Defendants' post-credit reduction handling, management and administration of
26 customer complaints, inquiries and attempted appeals are likewise unfair, unreasonable and illegal.
27 When a customer attempts to participate in Chase's "appeal process," Chase withholds necessary
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1 and material information, including but not limited to the actual valuation of the real property
2 securing the HELOC at the time of the HELOC's origination or most recent credit limit increase,
3 the balance of any first mortgage at those times, the value required for reinstatement, and/or the
4 true present value of the property. Chase also conceals or falsely claims it is unable to disclose the
5 method and/or the standards used to determine these values. This information is material and
6 needed by the customer in order to determine whether an appeal should be pursued.

7 8. Chase's HELOC reductions are not only illegal; they are patently unconscionable.
8 On October 3, 2008, Congress passed the Emergency Economic Stabilization Act of 2008, Pub. L.
9 No. 110-343. As part of this law, Chase obtained, on information and belief, approximately \$25
10 billion from an unprecedented \$700 billion bailout funded entirely by American taxpayers. The
11 rationale advanced for the bailout by its proponents was that the banks needed the money to ensure
12 liquidity in the face of the worsening subprime mortgage disaster.

13 9. Despite Chase's statements to Congress to the contrary, Chase has intentionally
14 failed to meet its obligations to its customers and has intentionally deprived those customers of
15 crucial affordable consumer credit at a critical time.

16 10. In stark contrast, Chase's HELOC borrowers such as Plaintiff, like most American
17 consumers, are struggling in a faltering economy, yet they continue to meet their mortgage
18 obligations. These customers have incurred appraisal fees, an increased price of credit, reduced
19 credit scores, lost interest and other damages.

20 **Parties**

21 11. **Plaintiff Robert Wilder:** Wilder maintains his primary residence in Scottsdale,
22 Arizona (the "subject matter property"). In or around July 2003, Wilder obtained a HELOC
23 through Bank One in the amount of \$250,000 secured by the subject matter property.

24 12. **Defendant JPMorgan Chase Bank, N.A.:** Chase is a national banking
25 association with its main office located at 1111 Polaris Parkway Columbus, OH 43240. On
26 information and belief, Chase merged with or otherwise acquired the assets and assumed the
27 liabilities of Bank One on July 1, 2004. Following the merger, Chase serviced, and at all relevant
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1 times is considered the lender for, Wilder's HELOC.

2 13. **Defendant First American CoreLogic, Inc.:** CoreLogic is a company
3 headquartered at 4 First American Way, Santa Ana, CA 92707, that offers a broad range of
4 products including property profiles, digital street maps, plat maps and automated valuation
5 models. In 2006, Chase and CoreLogic, or CoreLogic's parent corporation, the First America
6 Corporation, formed "Quantrix Valuation," a joint venture designed to give Chase more direct
7 control over its property appraisals. Today, on information and belief, First America Corporation
8 operates Quantrix Valuation as a wholly owned subsidiary.

9 **Jurisdiction and Venue**

10 14. This Court has subject matter jurisdiction over this case under 28 U.S.C. §
11 1332(d)(2). This Complaint alleges claims on behalf of a national class of homeowners who are
12 minimally diverse from Defendants. On information and belief, the aggregate of these claims
13 exceeds the sum or value of \$5,000,000. This Court further has federal question subject matter
14 jurisdiction under 28 U.S.C. § 1331 as this action arises in part under Regulation Z of the Truth in
15 Lending Act, 15 U.S.C. § 1647, 12 C.F.R. § 226.5(b). This Court has supplemental subject matter
16 jurisdiction over the pendent state law claims under 28 U.S.C. § 1367.

17 15. a. Defendant Chase is a national banking association whose main offices are
18 in Ohio, and is considered a citizen of Ohio for the purposes of diversity jurisdiction under 28
19 U.S.C. § 1348 and *Wachovia Bank*, 546 U.S. 303.

20 b. Defendant CoreLogic is a California corporation headquartered in Santa
21 Ana.

22 16. Venue is also proper before this Court under 28 U.S.C. § 1391(b)(2), as a
23 substantial part of the events, circumstances, and/or omissions giving rise to these claims occurred
24 in this District.

25 17. This Court has personal jurisdiction over Defendants under Cal. Code Civ. Proc. §
26 410.10 because some of the acts alleged herein were committed in California (specifically in the
27 Central District of California), and because Defendants are registered to do business in this State
28 and actively conduct business in this District.

Allegations as to Plaintiff's Individual Claims

18. In or around July 2003, Bank One and Wilder entered into a HELOC agreement under the terms of which Bank One provided Wilder a \$250,000 line of credit secured by a mortgage on the subject matter property. On information and belief, Bank One's valuation of the subject matter property at the time that HELOC was granted was \$900,000.

19. In April 2009, Defendants mailed Wilder a letter indicating that they had suspended Wilder's account from future draws. The letter, received April 22, 2009, was undated and stated that the suspension was due to the fact that a valuation of \$811,800 no longer supports the full amount of the credit line. The suspension would take effective April 17, 2009. (See Ex. A).

20. Following the notice, Wilder contacted Chase's customer service representatives by phone and in writing. Wilder also sent a complaint to the Office of the Comptroller of the Currency.

21. Chase responded on both the telephone and in writing that Chase is entitled, in high loan to value situations, to lower HELOC credit limits or suspend accounts when the value of the unencumbered equity is reduced by 5%. This is despite Regulation Z's illustration that permits such reductions only when the unencumbered equity has been reduced by 50%, and the official commentary of Regulation Z, 226.5b(f)(3)(i), which provides:

A creditor may not include any "triggering events" or responses that the regulation expressly addresses in a manner different from that provided in the regulation. For example, an agreement may not provide that the margin in a variable-rate plan will increase if there is a material change in the consumer's financial circumstances, because the regulation specifies that temporarily freezing the line or lowering the credit limit is the permissible response to a material change in the consumer's financial circumstances. Similarly a contract cannot contain a provision allowing the creditor to freeze a line due to an insignificant decline in property value since the regulation allows that response only for a significant decline.

Chase never discloses how it determines there exists a "high loan to value" situation, nor how it determined Wilder's loan to value ratio was "high." On information and belief, Chase's HELOC policies, practices and contracts with Plaintiff and the other Class and Subclass members unlawfully purport to allow them to lower credit limits or suspend HELOC accounts due to

1 insignificant declines in property values and/or include other “triggering events” that are not
2 permitted by Regulation Z.

3 22. Chase further indicated that it obtained the \$811,800 valuation by utilizing an
4 AVM obtained from co-Defendant First American CoreLogic. Chase stated, “Since the process
5 by which FACL derives its AVM values is a proprietary algorithm that is not shared with us, we
6 are unable to provide typical valuation details such as comparable properties used to assess value.”

7 23. Chase further offers a so-called appeals process. As part of this process, Chase
8 informed Wilder he had to order and pay for an appraisal from an appraisal service of Chase’s
9 choosing. Once the appraisal is complete, Wilder had to send the completed appraisal and a
10 formal request for reinstatement to Chase. In its notice, Chase stated, “Any reinstatement of the
11 credit line will be at our discretion....” (See Ex. A.)

12 24. Wilder reluctantly ordered the appraisal using, as required by Chase, Chase’s
13 chosen appraisal service. The appraisal, which Wilder forwarded on to Chase on or around June
14 16, 2009, showed the value of the property had *increased* from the date the HELOC had first been
15 opened from \$900,000 to \$970,000. Despite the fact its own appraisal service showed the value
16 had actually increased by 7.77% (and that the available equity had increased even greater due to
17 reductions in the balance of the first mortgage), Chase refused to reinstate Wilder’s HELOC.

18 25. Wilder’s HELOC with Defendants was his primary line of credit. Defendants’
19 unreasonably low valuation of Wilder’s home value and suspension of draws on Wilder’s HELOC
20 dramatically decreased the amount of credit he had available and, on information and belief,
21 adversely impacted Wilder’s credit score.

22 **Class Certification Allegations**

23 26. Plaintiff seeks certification of a class and one subclass under both Fed. R. Civ. P.
24 23(b)(2) and Rule 23(b)(3).

25 27. **Definition of the Class and Subclass:** Pursuant to Fed. R. Civ. P. 23:

26 A. Wilder brings this Complaint against Defendants on behalf of the “Class,”
27 consisting of:
28

1 All persons in the United States who had a home equity line of credit reduced or
2 suspended by Chase where Chase maintained, based on faulty valuation models or
3 insignificant declines in property values that the reduction or freezing was due to a
4 substantial decline in the value of the property securing the HELOC.

5 B. Wilder also brings this Complaint against Defendants on behalf of a notice sub-
6 class (the "Notice Subclass") consisting of:

7 All Class Members in the United States who received from Chase the "Important
8 Information About Your Home Equity Line of Credit" and "Answers to questions
9 you may have."

10 Excluded from the Class and Notice Subclass are 1) any Judge or Magistrate presiding over this
11 action and members of their families; 2) Defendants, Defendants' subsidiaries, parent companies,
12 successors, predecessors, and any entity in which Defendants or their parent companies have a
13 controlling interest and their current or former employees, officers and directors; 3) persons who
14 properly execute and file a timely request for exclusion from the class; 4) the legal representatives,
15 successors or assigns of any such excluded persons; and 5) HELOC accountholders who have had
16 their credit line(s) restored by Chase.

17 Plaintiff anticipates that amending the Class and Subclass definitions may become
18 necessary following discovery.

19 28. **Numerosity:** The exact number of the members of the Class and Notice Subclass
20 is unknown and is not available to Wilder, but it is clear that individual joinder is impracticable.
21 Chase sent its generic credit line reduction letters to thousands of mortgagors, and a substantial
22 percentage of the recipients of these letters fall into the definition of the Class and Subclass. Class
23 members can be easily identified through Defendants' records and public records.

24 29. **Commonality:** Common questions of fact and law exist as to all members of the
25 Class and Notice Subclass and predominate over the questions affecting only individual members.
26 These common questions include:

- 27 (a) What was Chase's criteria for reducing the credit limits on its HELOCs;
28 (b) What were Chase and CoreLogic's methods for valuing the homes securing the
HELOCs;
(c) Whether Chase had a sound factual basis for reducing HELOC limits based on

1 purported significant declines in home values;

2 (d) Whether Chase's criteria for reducing HELOC credit limits, methods for
3 valuing home values securing HELOCs, and ultimate reduction of HELOC
4 limits violated Regulation Z;

5 (e) Whether Chase's reduction of the credit limits breached the terms of its
6 HELOC agreements;

7 (f) Whether Regulation Z and/or Chase's HELOC agreements imposed contractual
8 obligations on Chase to have a sound factual basis before lowering HELOC credit
9 limits or suspending accounts due to a purported significant decline in value of the
10 property securing the HELOC;

11 (g) Whether Chase's use of CoreLogic's valuations to freeze accounts or reduce the
12 credit limits on their HELOC agreements was unfair and unlawful;

13 (h) Whether Chase gave lawful and fair notice to customers that their HELOCs
14 were being reduced and the specific reasons for such reductions;

15 (j) Whether Chase's contracts and policies improperly purport to allow them to
16 reduce credit limits or freeze HELOC accounts due to insignificant declines in
17 property values or otherwise use triggering events inconsistent with Regulation Z;

18 (k) Whether Wilder and the Class members are entitled to relief and the nature of such
19 relief.

20 30. **Typicality:** Wilder's claims are typical of the claims of other members of the
21 Class and the Notice Subclass, as Wilder and other members sustained damages arising out of the
22 wrongful conduct of Defendants, based upon the same transactions which were made uniformly to
23 Wilder and the public. The California and federal laws under which Wilder's claims arise do not
24 conflict with the laws of any other state in any material way.

25 31. **Adequate Representation:** Plaintiff will fairly and adequately represent and
26 protect the interests of the members of the Class and Notice Subclass and has retained counsel
27 competent and experienced in complex class actions. Plaintiff has no interest antagonistic to those
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1 of the Class or the Subclasses and Defendants have no defenses unique to Plaintiff.

2 32. **Predominance and Superiority:** This class action is appropriate for certification
3 because class proceedings are superior to all other available methods for the fair and efficient
4 adjudication of this controversy, since joinder of all members is impracticable. The damages
5 suffered by the individual members of the Class and Notice Subclass will likely be relatively
6 small, especially given the burden and expense of individual prosecution of the complex litigation
7 necessitated by the actions of Defendants. It would be virtually impossible for the individual
8 members of the Class to obtain effective relief from the misconduct of Defendants. Even if
9 members of the Class themselves could sustain such individual litigation, it would still not be
10 preferable to a class action, because individual litigation would increase the delay and expense to
11 all parties due to the complex legal and factual controversies presented in this Complaint. By
12 contrast, a class action presents far fewer management difficulties and provides the benefits of
13 single adjudication, economy of scale, and comprehensive supervision by a single Court.
14 Economies of time, effort, and expense will be fostered and uniformity of decisions will be
15 ensured.

16 33. **Policies Generally Applicable to the Class:** This class action is also appropriate
17 for certification because Defendants have acted or refused to act on grounds generally applicable
18 to the Class and Notice Subclass, thereby making appropriate final injunctive relief or
19 corresponding declaratory relief with respect to Class as a whole. The policies of Defendants
20 challenged herein apply and affect members of both Class and Notice Subclass uniformly, and
21 Plaintiff's challenge of these policies hinges on Defendants' conduct, not on facts or law
22 applicable only to Plaintiff.

23 **Count I: Declaratory Relief Under TILA and Regulation Z**
24 **(on behalf of Wilder and the Class against Chase)**

25 34. Plaintiff incorporates the above allegations by reference.

26 35. The Truth-in-Lending Act ("TILA") and its implementing regulation (Regulation
27 Z) prohibit Defendants from changing any of the terms of a mortgage or HELOC, including the
28 credit limit. 15 U.S.C. § 1647(c)(1); 12 C.F.R. § 226.5b(f)(3). There is an exception under TILA

1 and Regulation Z for any period in which “[t]he value of the dwelling that secures the [HELOC]
 2 declines significantly below the dwelling’s appraised value” for the purpose of the plan which
 3 permits Defendants to reduce the credit limits on their HELOCs. 15 U.S.C. § 1647(c)(2)(B); 12
 4 C.F.R. § 226.5(b)(f)(3)(vi)(A).

5 36. TILA and Regulation Z prohibit Chase from reducing the credit limits or freezing
 6 its HELOCs unless the value of the home securing the credit line has actually declined
 7 significantly. “Significant decline” for purposes of 12 C.F.R. § 226.5b(f)(3)(vi)(A) has been
 8 interpreted as a decline in home value so that “the initial difference between the credit limit and
 9 the available equity” based on the property’s appraised value for the purposes of the plan “is
 10 reduced by fifty percent.” The Official Staff Commentary further states that Regulation Z “does
 11 not require a creditor to obtain an appraisal before suspending credit privileges [but] a significant
 12 decline must occur before suspension can occur.” On August 26, 2008, the Office of Thrift
 13 Supervision issued official guidance that warned it would violate Regulation Z, for example, to
 14 “reduce the credit limits of all HELOC accounts in a geographic area in which real estate values
 15 are generally declining without assessing the value of the collateral that secures each affected
 16 HELOC account.” (Emphasis in original).

17 *No Sound Factual Basis*

18 37. Before reducing the limits of their customers’ HELOCs, Chase had an obligation to
 19 have a sound factual basis for concluding that the value of the homes had actually declined
 20 significantly. Plaintiff alleges on information and belief that, instead, Defendants knowingly and
 21 intentionally used a variety of dubious formulas and unreliable data to manipulate the values of
 22 Chase’s HELOC account holders’ homes in order to justify the blanket reductions on HELOC
 23 limits. On information and belief, Defendants’ valuation methodology was flawed in that
 24 Defendants or their agents, acting under their direction and control, failed to, among other acts or
 25 omissions: (1) disclose the value of the property at the origination of the HELOCs, the value
 26 necessary to reinstate the HELOCs, and the reasoning behind the use of those values; (2) validate
 27 their AVMs on a periodic basis to mitigate the potential valuation uncertainty; (3) properly
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1 document the validation's analysis, assumptions, and conclusions; (4) appropriately back-test
2 representative samples of the valuations against market data on actual sales; (5) account fairly for
3 improvements, property type or geographic comparables; and/or (6) take other necessary steps to
4 reasonably verify the accuracy of the valuations.

5 38. Furthermore, and contrary to the representations made by Defendants' customer
6 service representatives, it violates TILA and Regulation Z to reduce Plaintiff's and the Class's
7 HELOC limits in the event of the 5% reduction in value of the property securing the HELOC, to
8 otherwise use triggering events that are inconsistent with the events set forth in Regulation Z,
9 and/or to include, as Chase did, such triggering events in its HELOC contracts.

10 39. Defendants violated TILA and Regulation Z by reducing Plaintiff's HELOC limit
11 in the absence of the "significant decline" in the subject matter property value. The subject matter
12 property has not significantly declined in value. To the contrary, Wilder's home has increased in
13 value by \$70,000 by Chase's appraiser's own numbers.

14 40. Defendants further violated TILA and Regulation Z by claiming the ability to
15 freeze accounts or reduce credit limits in so-called high loan to value ("LTV") ratio situations
16 without disclosing how or when it considers a borrower's situation to constitute high LTV. On
17 information and belief, Plaintiff's original LTV was at most 78% (assuming full utilization of the
18 HELOC, which was not the case). Now that the property is worth \$970,000, the LTV is at most
19 (assuming full utilization of the HELOC, which was not the case), 68%. Despite these values and
20 Regulation Z's instruction that the lender must reinstate lines of credit when the condition
21 supposedly warranting suspension no longer exists, Chase simply refuses to reinstate Wilder's and
22 the Class Members' HELOCs.

23 41. Chase further acted in violation of TILA and Regulation Z by requiring Plaintiff
24 and the other Class Members to pay for appraisals upfront as part of its "appeals process." TILA
25 and Regulation Z provide that the burden of reinstating HELOC accounts and credit limits rests
26 with the lender. Although TILA and Regulation Z permits lenders such as Chase to push the
27 burden of seeking reinstatement onto HELOC borrowers, TILA and Regulation Z contemplate that
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1 once a borrower requests reinstatement, the lender must then investigate the circumstances that
2 purportedly warranted suspension. Only after the lender's investigates may the lender charge bona
3 fide fees and appraisal costs to the borrower.

4 42. Plaintiff and the other members of the Class have additionally been harmed
5 because Defendants have knowingly failed to disclose information that would permit Plaintiff and
6 the Class members to fairly determine whether to obtain an appraisal or otherwise challenge the
7 Defendants' action, including but not limited to:

- 8 a. how Defendants compute the value of the properties,
9 b. the actual threshold value Chase requires a customer to have an appraisal state
10 the property is worth so that Chase will reinstate or unfreeze the HELOCs,
11 c. Chase's actual and specific reasons for the reduction of the HELOCs, and
12 d. other necessary and material information.

13 43. The Class and Defendants have adverse legal interests, and there is a substantial
14 controversy between the Class and Defendants of sufficient immediacy and reality to warrant the
15 issuance of a declaratory judgment as to whether Defendants' mass reduction of credit limits
16 violates TILA and Regulation Z.

17 44. Wilder, on his own behalf and behalf of the other Class members, seeks a
18 declaratory judgment under 27 U.S.C. § 2201 that Chase's mass reduction of HELOC credit limits
19 in connection with their letter violates TILA and Regulation Z.

20 **Count II: Violation of the TILA and Regulation Z**
21 **(on behalf of Wilder and the Class against Chase)**

22 45. Plaintiff incorporates the above allegations by reference.

23 46. Chase knowingly lacked a sufficient factual basis for reducing Plaintiff and the
24 Class's credit limits or prohibiting additional extensions of credit. Chase lacked a sound factual
25 basis for concluding the homes securing the HELOCs for Wilder and other Class members had
26 declined in value so as to support reducing the credit limits or prohibiting additional extensions of
27 credit. Chase also used improper formulas and triggering events for determining when such a
28 "significant decline" had occurred. Further, Chase improperly pushed the burden onto its

1 borrowers to pay for appraisals up-front, as opposed to performing its own investigation and then
2 charging only bona fide fees so incurred.

3 47. Chase's reduction of the credit limit for Wilder and other Class members' HELOCs
4 violated TILA and Regulation Z.

5 48. Chase's violations of TILA and Regulation Z damaged Wilder and the other Class
6 members. These damages occurred in the form of the appraisal fees, increased price of credit,
7 adverse effects on credit scores, loss of interest, and other damages.

8 49. Wilder, on his own behalf and behalf of the other Class members, seeks actual
9 damages under 15 U.S.C. § 1640(a)(1), statutory damages under 15 U.S.C. § 1640(a)(2) (B), and
10 costs of the action, together with reasonable attorney's fees under 15 U.S.C. § 1640(a)(3).

11 **Count III: Violation of TILA and Regulation Z**
12 **(on behalf of Wilder and the Notice Subclass against Chase)**

13 50. Plaintiff incorporates the above allegations by reference.

14 51. Where a creditor prohibits additional extensions of credit or reduces the credit
15 limit, "the creditor shall mail or deliver written notice of the action to each consumer who will be
16 affected. The notice must be provided not later than three business days after the action is taken
17 and shall contain specific reasons for the action." Regulation Z, 12 C.F.R. § 226.9(c)(3).

18 52. On information and belief, Chase provided Plaintiff and the members of the Class
19 notices of their HELOC reductions which were untimely and/or that did not contain specific
20 reasons for the action in violation of 12 C.F.R. § 226.9(c)(3).

21 53. The notices fail to provide HELOC customers with enough information to
22 determine whether they should spend the time and resources to get an appraisal. Despite and the
23 fact that federal law requires a "significant decline in collateral value" prior to prohibiting
24 additional extensions of credit or reducing the credit limit, the notices are devoid of any specific
25 reasoning beyond that a valuation of \$811,800, based on a standard method within the industry
26 "no longer supports the full amount of your line of credit. The notices do not state that \$811,800
27 represents a "decline in value," how Defendants compute the value of the subject matter homes, or
28 the threshold value a customer needs to have an appraisal state the property is worth (and

1 Defendants' methods for computing that value) so that Chase will reinstate or unfreeze the
2 HELOCs. Instead, the notice requires customers to participate in an unfair appeals process
3 wherein Defendants refuse to make clear the values needed for reinstatement or use standards
4 allowed by Regulation Z.

5 54. Defendants' violations of TILA and Regulation Z damaged Wilder and the other
6 Class members. These damages occurred in the form of appraisal fees, increased price of credit,
7 adverse effects on credit scores, loss of interest, and other damages. Wilder, on his own behalf
8 and behalf of the other Notice Subclass members, seeks actual damages under 15 U.S.C. §
9 1640(a)(1), statutory damages under 15 U.S.C. § 1640(a)(2) (B), and costs of the action, together
10 with a reasonable attorney's fee under 15 U.S.C. § 1640(a)(3).

11 **Count IV: Breach of Contract**
12 **(on behalf of Wilder and the Class against Chase)**

13 55. Plaintiff incorporates the above allegations by reference.

14 56. Wilder and the other Class members obtained HELOCs from Chase. The terms of
15 these HELOCs constitute a contract between the Class members and Chase.

16 57. The HELOC agreements contain a term that provides:

17 In addition to any other rights we may have, we can suspend additional extensions
18 of credit or reduce your Credit Limit during any period in which any of the
19 following are in effect: (a) The value of the property declines significantly below
20 the property's appraised value for purposes of this Credit Line Account. This
includes, for example, a decline such that the initial difference between the Credit
Line and the available equity is reduced by fifty percent and may include a smaller
decline depending on the individual circumstances.

21 Defendants drafted these agreements, which contemplate on their face triggering events that are
22 contrary to those set forth in Regulation Z.

23 58. Wilder and the other Class members made all payments due to Chase and otherwise
24 fully performed under their HELOCs with Chase.

25 59. The credit limit under the Class members' HELOCs was a material term of the
26 contract between Class members and Defendants.

27 60. Chase materially breached the terms of the HELOCs by reducing the credit limit
28 for Wilder and other Class members' HELOCs where no significant decline in value had first

1 occurred.

2 61. As a result, Wilder and the other Class members have suffered damages in the form
3 of the appraisal fees, the increased price of credit, lost interest, attorneys' fees, adverse effects on
4 Plaintiff's credit score, and other damages.

5 62. Wilder, on his own behalf and behalf of the other Class members, seeks damages
6 for Chase's breach of contract, as well as interest and attorney's fees and costs pursuant to Cal.
7 Code Civ. Proc. § 1021.5.

8 **Count V: Breach of Implied Covenants**
9 **(on behalf of Wilder and the Class and Subclass against Chase)**

10 63. Plaintiff incorporates the above allegations by reference.

11 64. Wilder and the other Class members obtained HELOCs from Chase. The terms of
12 these HELOCs constitute a contract between the Class members and Chase.

13 65. Implicit in the HELOC agreements were contract provisions that prevented Chase
14 from engaging in conduct which frustrates the Class members' rights to the benefits of the contract
15 or which would injure the right of the Class members' to receive the benefits of their HELOCs.

16 66. The credit limit was a material term of the Class members' HELOCs. Chase
17 breached the implied covenant of good faith and fair dealing in the HELOCs by reducing the
18 credit limit for Wilder and other Class members' HELOCs without first having a sound factual
19 basis for claiming there was a decline in value, thereby preventing Wilder and the other Class
20 Members from receiving the benefits of their contracts.

21 67. Chase further breached the implied covenant of good faith and fair dealing to the
22 Subclass by failing to provide sufficiently specific notice and by failing to provide customers with
23 material information regarding the calculations and values used to justify the reductions or freezes.

24 68. Chase further breached the implied covenant of good faith and fair dealing by
25 pushing the burden of paying for appraisals onto the Class members up front, as opposed to, upon
26 a request for reinstatement by the borrower, performing its own investigation and then only
27 charging bona fide fees so incurred. Chase's shifting of the burden in this manner discourages
28 Class members from seeking reinstatement.

1 69. Implicit in the HELOC agreements were contract terms that required Chase to
2 follow Regulation Z.

3 70. Chase's breach of Regulation Z and the HELOC covenants caused Wilder and
4 other Class members to incur damages in the form of appraisal fees, the increased price of credit,
5 adverse effects on Plaintiff's credit score, denying them the benefits of their HELOC contracts and
6 other damages.

7 71. Wilder, on his own behalf and behalf of the other Class and Subclass members,
8 seeks damages for Chase's breach of the implied covenant of good faith and fair dealing, as well
9 as interest and attorney's fees and costs pursuant to Cal. Code Civ. Proc. § 1021.5.

10 **Count VI: Unjust Enrichment/Restitution**
11 **(on behalf of Wilder and the Class and Subclass)**

12 72. Plaintiff incorporates allegations 1-54 by reference.

13 73. In the alternative, and in the event this Court finds that no contract provision
14 expressly governs the issues raised herein, Chase has knowingly received and retained benefits
15 from Plaintiff and the Class and Subclass members under circumstances that would render it
16 unjust to allow Chase to retain such benefits.

17 73. By using inaccurate and unsubstantiated valuation models, by using "triggering
18 events" that fall outside those permitted by Regulation Z to reduce the HELOCs, and by requiring
19 Plaintiff and members of the Class and Subclass to obtain appraisals upfront to seek reinstatement
20 of their HELOCs, Chase knowingly received and appreciated the benefits of up-to-date full
21 appraisals on homes in which they have security interests under circumstances where it would be
22 unjust for Chase not to bear the cost of the appraisals.

23 74. Furthermore, by illegally freezing and reducing the HELOCs, Chase gained the
24 time value of the money it would otherwise be potentially liable for lending out to its HELOC
25 customers.

26 75. As an actual and proximate result of Chase's conduct, Plaintiff and the Class and
27 Subclass members have incurred damages in the form of appraisal fees, the increased price of
28 credit, adverse effects on their credit score and other damages.

1 76. Wilder, on his own behalf and behalf of the other Class and Subclass members,
2 seeks damages for Chase's breach of the implied covenant of good faith and fair dealing,
3 disgorgement of all revenue and profits gained through its breach of the implied covenant of good
4 faith and fair dealing, as well as interest and attorney's fees and costs pursuant to Cal. Code Civ.
5 Proc. § 1021.5.

6 **Count VII: Violation of California's UCL, Cal. Bus. & Prof. Code § 17200**
7 **(on behalf of Wilder and the Class)**

8 77. Plaintiff incorporates the above allegations by reference.

9 78. Chase's reduction of the credit limit for Wilder and other Class members' HELOCs
10 violated TILA and Regulation Z. With respect to the Class, Chase's conduct was deceptive and
11 untrue as the AVM models used to determine the values of the properties securing such HELOCs
12 were, on information and belief and as alleged above, without a sound factual basis, and inaccurate
13 and unsubstantiated so as to make their use unfair, deceptive and readily subject to manipulation.
14 Furthermore, Chase used standards and triggering events to lower lines when significant declines
15 had not occurred. Given all of the other allegations in this Complaint, Chase's acts alleged herein
16 were unfair. These unlawful, deceptive, and unfair acts and practices constitute unfair competition
17 in violation of the UCL.

18 79. Chase has engaged in unfair, unlawful and fraudulent business acts and practices as
19 set forth above.

20 80. Chase violated the "unfair" prong of the UCL in that Chase's actions caused
21 substantial injury to consumers, the injury caused by Chase's conduct is not outweighed by any
22 countervailing benefits to consumers or competition, and the injury is one that consumers
23 themselves could not reasonably have avoided. Chase's conduct was further unfair because it
24 shifted the burden of seeking reinstatement to the borrowers while depriving those borrowers of
25 critical information, including the value and appraisal would have to show in order to allow
26 reinstatement, needed to determine whether to seek reinstatement in the first instance.

27 81. Chase has violated the "fraudulent" prong of the UCL in that Chase's statements
28 regarding the availability of credit through the HELOCs were false and were likely to deceive a

1 reasonable consumer. Further, Chase's statements regarding any potential future reduction of
2 credit through the HELOCs would only occur through a substantial decline in value were false and
3 were likely to deceive a reasonable consumer.

4 82. Chase has violated the "unlawful" prong of the UCL in that Chase's conduct was
5 undertaken in violation of TILA and Regulation Z.

6 83. Chase's violations of the UCL caused Wilder and the other Class members to pay
7 money to Chase in the form of fees, lost interest, opportunity, adversely impacted credit and other
8 damages.

9 84. As a direct and proximate result of Chase's systematically unlawful credit
10 reductions and account suspensions, Plaintiff and the Class members have suffered adverse effects
11 on their credit scores, as well as attorneys' fees and other damages.

12 85. Wilder, on his own behalf and behalf of the other Class members, seeks an order
13 preliminarily and permanently enjoining Chase's unfair competition alleged herein and requiring
14 Chase to restore HELOC credit limits and cease freezing HELOCs in violation of Regulation Z,
15 and individual restitution of property gained by such unfair competition under the UCL (Cal. Bus.
16 & Prof. Code § 17203), as well as interest and attorney's fees and costs pursuant to Cal. Code Civ.
17 Proc. § 1021.5.

18 **Count VIII: Violation of California's UCL, Cal. Bus. & Prof. Code § 17200**
19 **(on behalf of Wilder and the Notice Subclass)**

20 86. Plaintiff incorporates the above allegations by reference.

21 87. Chase's form letter, customer service experience, and "appeals process" lacks
22 necessary details and information, including the specific reasoning for suspending or reducing the
23 HELOC credit limits and sufficient information, including the amount required for reinstatement,
24 to allow customers to determine whether they should appeal.

25 88. Chase has engaged in unfair, unlawful and fraudulent business acts and practices as
26 set forth above.

27 89. Defendants have violated the "unfair" prong of the UCL in that Chase's actions
28 caused substantial injury to consumers, the injury caused by Chase's conduct is not outweighed by

1 any countervailing benefits to consumers or competition, and the injury is one that consumers
2 themselves could not reasonably have avoided.

3 90. Chase has violated the "fraudulent" prong of the UCL in that Chase's statements
4 regarding the availability of credit through the HELOCs were false and were likely to deceive a
5 reasonable consumer.

6 91. Defendants have violated the "unlawful" prong of the UCL in that Defendants'
7 notice was undertaken in violation of TILA and Regulation Z.

8 92. Wilder, on his own behalf and behalf of the other Notice Subclass members, seeks
9 an order preliminarily and permanently enjoining Defendants' unfair competition alleged herein,
10 and requiring Defendants to restore HELOC credit limits and cease freezing HELOCs in violation
11 of Regulation Z, and individual restitution of property gained by such unfair competition under the
12 UCL (Cal. Bus. & Prof. Code § 17203), as well as interest and attorney's fees and costs pursuant
13 to Cal. Code Civ. Proc. § 1021.5.

14 **Count IX: Aiding and Abetting**
15 **(on behalf of Wilder and the Class against CoreLogic)**

16 93. Plaintiff incorporates the above allegations by reference

17 94. On information and belief, co-defendant CoreLogic, in an effort to secure repeat
18 and continued business, knowingly uses incomplete, inaccurate and/or unreliable data to
19 undervalue properties for Chase. CoreLogic fails to reasonably: (1) validate its AVMs on a
20 periodic basis to mitigate the potential valuation uncertainty; (2) properly document the
21 validation's analysis, assumptions, and conclusions; (3) appropriately back-test representative
22 samples of the valuations against market data on actual sales; (4) account fairly for improvements,
23 property type or geographic comparables; and/or (5) take other necessary steps to reasonably
24 verify the accuracy of the valuations.

25 95. CoreLogic knowingly gives substantial support, assistance and help to Chase and
26 knows that Chase will use these falsely devalued property reports as pretext for lowering credit
27 limits or suspending HELOC accounts.

28 96. As an actual and proximate result of CoreLogic's falsely devalued properties for

1 Chase, Plaintiff and the other class members suffered damages in the form of appraisal fees, loss
2 of available credit, negatively impacted credit scores, increased price of credit and other damages.

3 **Count X: Civil Conspiracy**
4 **(on behalf of Wilder and the Class against Chase and CoreLogic)**

5 97. Plaintiff incorporates allegations 1-92 by reference.

6 98. In the alternative, as part of a scheme to suspend HELOC accounts so that Chase
7 could limit its exposure to risks posed by the United State's collapsing real-estate market (that it
8 helped create in the first place), as well as to improve its cash position and otherwise strengthen its
9 overall financials, Chase and CoreLogic, either through Quantrix Valuation or some other
10 arrangement, agreed to intentionally use falsely low property values as pretext for lowering credit
11 limits or suspending HELOC accounts for Chase customers.

12 99. As an actual and proximate result of Chase and CoreLogic's scheme Plaintiff and
13 the other class members suffered damages in the form of appraisal fees, loss of available credit,
14 negatively impacted credit scores, increased price of credit and other damages.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays that the Court enter judgment and orders in their favor and
17 against Defendants as follows:

- 18 (a) Certifying the action as a class action and designating Plaintiff and his counsel as
19 representatives of the Class and Subclass;
20 (b) Declaratory judgment under 27 U.S.C. § 2201 on Count I that the Defendants'
21 HELOCs reductions violate federal law;
22 (c) Statutory damages under 15 U.S.C. § 1640(a)(2)(B) for Count II;
23 (d) Actual damages for the Subclass on Counts III, V, VI and VIII, including
24 but not limited to appraisal fees, the increased price of credit, NSF fees, attorney's
25 fees, interest and other damages in an amount to be proved at trial;
26 (e) Actual damages on Counts II, IV, V, VI and VII for the Class including but not
27 limited to appraisal fees, the increased price of credit, NSF fees, attorney's fees,
28 interest and other damages in an amount to be proved at trial;


- 1 (f) Preliminary and permanent equitable and injunctive relief for the Class, including
2 enjoining the Defendants from further violations of Regulation Z and restoration of
3 HELOC credit limits, including restitution of property gained by the unfair
4 competition alleged herein, and an order for accounting of such property;
5 (g) Preliminary and permanent equitable and injunctive relief for the Subclass,
6 including enjoining the Defendants from further violations of Regulation Z, and
7 restoration of HELOC credit limits restitution of property gained by the unfair
8 competition alleged herein, and an order for accounting of such property;
9 (h) Actual damages on Count IX for CoreLogic's aiding and abetting Chase;
10 (i) Alternatively, actual damages on Count X for Chase and CoreLogic's agreement to
11 lower credit limits based on falsely low valuations;
12 (j) Awarding pre- and post-judgment interest; and
13 (k) Granting such other and further relief as the Court may deem just and proper
14

JURY TRIAL DEMAND

15 The Plaintiff hereby demands a trial by jury of all issues so triable.
16

17 Dated: July 17, 2009

18 By:

19 
20 Alan Himmelfarb (Cal. Bar. No. 90480)
21 KAMBEREDELSON, LLP
22 2757 Leonis Blvd.
23 Los Angeles, CA 90058
24 (323) 585-8696
25 ahimmelfarb@kamberedelson.com

26 Jay Edelson (*pro hac vice* pending)
27 Mike McMorro (*pro hac vice* pending)
28 Evan Meyers (*pro hac vice* pending)
Steven Lezell (*pro hac vice* pending)
KAMBEREDELSON, LLC
350 N. LaSalle, Suite 1300
Chicago, Illinois 60602
(312) 589-6370

Exhibit A

JPMORGAN CHASE BANK, N.A.
ATTN: CREDIT LINE REVIEW
SUITE AZ1-1113
PO BOX 71
PHOENIX, AZ 85001



06019 CLD 1Z1 10609 -
ROBERT E WILDER
SUSAN S WILDER
[REDACTED]



Important Information about your Home Equity Line of Credit:

You Cannot Draw Additional Amounts on the Account Ending in: [REDACTED]

Dear Robert E Wilder and Susan S Wilder:

At Chase we are committed to helping customers achieve and sustain homeownership, and we're doing everything we can to help homeowners ensure that they don't borrow more than their home is worth. With home values falling in many parts of the country, we've used a proven valuation method to estimate your home's value at \$811,800. Unfortunately, that valuation no longer supports the full amount of your Line of Credit, so we are suspending future draws against your account as of April 17, 2009.

What does this mean for you?

1. You will not be able to draw on the line.
2. You will continue to receive a monthly statement which will include current payment information, and you should continue to make payments on any outstanding balance on your line.
3. If you have automatic deduction for the monthly payment on your line, this service will continue.
4. If you use your line to automatically pay other bills you should advise the payee(s) and use an alternate payment method.
5. If you use your line as overdraft protection for a deposit account you should consider one of the other overdraft options available to you, such as a savings account or credit card.
6. While we believe the automated valuation of your property is accurate, you may appeal the valuation in writing. Please see the attached Q & A for details on the appeal process.

We appreciate that you have handled your home equity account responsibly, and want to make sure you know this change is occurring because of the significant decline in your property value. If you have any questions, please contact us toll free at 1-866-405-4988 between 9:00am and 8:00pm Monday to Friday and on Saturday from 9:00am to 6:00pm, Eastern Time.

Sincerely,

Chase

Please Note. Our decision may have been based in part on information obtained from the consumer credit agency listed below. We may have used the information contained in your credit bureau file to obtain the current amount of your first mortgage, if any. Our use of this credit information will in no way impact your credit score.

The reporting agency listed below may have provided information used for our decision but is unable to supply specific reasons why we have taken this action. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer-reporting agency. You also have a right to a free copy of your report from the agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency. If you would like to receive a free copy of your credit report, please send a copy of this letter along with your request and Social Security Number to:

By Mail: Experian
P.O. Box 2002
Allen, TX 75013

By Phone: 1-888-397-3742 (Experian)

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050.

Answers to questions you may have:

Q. Why did Chase take this action at this time?

A. We are doing everything we can to keep homeowners from owing more than their home is worth, especially as home values in many areas of the country are falling. Your property's value no longer supports your full Home Equity Line of Credit.

Q. How did you get the new value for my home? I have not met with an appraiser from Chase.

A. We used an industry standard method to value your property that did not require an appraiser to enter your home. We have confidence that our valuation for your property is accurate. If you disagree and feel that your home value has not declined please see below for our appeals process.

Q. What can I do if I disagree with the decline in my property value?

A. We offer an appeals process. If you disagree with the decline in your property value, it will be your responsibility to call us at 1-866-405-4988 to initiate your appeal. We will put you in contact with a third-party independent appraisal management company to order an appraisal of your property. When completed, the appraisal company will send the completed appraisal directly to you. **The completed appraisal, along with a written request for reinstatement, should be faxed by you to 1-866-221-0655 (toll free) or mailed to the address below, for review.**

JPMorgan Chase Bank, N.A.
Attn: Credit Line Review
Suite AZ1-1113
PO Box 71
Phoenix, AZ 85001

We will respond to all properly-submitted appeals within 30 days of receipt. Any reinstatement of the credit line will be at our discretion and may be subject to other conditions that prevent reinstatement.

Q: What is the cost of the appraisal?

A: The cost varies based on the type of appraisal service your property will require. You will be responsible for paying the appraisal fee. The appraisal company will review the type and cost with you before starting work.

Q. I wrote some checks before I received your letter. What should I do?

A. Please call us at 1-866-405-4988 to discuss the appropriate method of handling the processing of the check(s). You can also view whether or not your checks have cleared by logging into chase.com.

Q. My taxes just increased. How could my home value have decreased?

A. You will need to contact your local Taxing Authority about how your home is valued for tax purposes and to inquire about its appeals process, if necessary.

Q. When will I be able to access my line again? How do I remove the block on my account?

A. We will review your line when we receive from you satisfactory documentation that the property's value has increased.

Q. Where in my loan documents does it state that Chase has the right to block my line of credit?

A. Federal law (Truth in Lending Act/Regulation Z) allows home equity creditors to block the credit line or reduce the credit limit if there has been a significant decline in collateral value. That authority is normally found in the "Default, Cancellation of Credit Privileges," "Lender's Rights," or "Termination and Acceleration; Suspension of Advances and Reduction of Credit Limit; Other Remedies" sections of your loan documents.

Q. Does this action affect my rate, my fixed rate locks or how my payment is calculated?

A. No, this action does not impact your rate, any locks you may have on your account or how your payment is calculated.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**BY FAX**

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)
ROBERT WILDER, an individual, on his own behalf and on behalf of all others similarly situated,

DEFENDANTS
JPMORGAN CHASE BANK, N.A., and
FIRST AMERICAN CORELOGIC, INC.,

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

Alan Himmelfarb, KAMBEREDELSON, LLP
2757 Leonis Blvd., Los Angeles, CA 90058
(323) 585-8696, ahimmelfarb@kamberedelson.com

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No

MONEY DEMANDED IN COMPLAINT: \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
28 U.S.C. § 1332**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	PERSONAL INJURY	PROPERTY	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input checked="" type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General Habeas Corpus	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 891 Agricultural Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee		<input type="checkbox"/> 690 Other	<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 240 Torts to Land				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 245 Tort Product Liability				
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 290 All Other Real Property				
<input type="checkbox"/> 950 Constitutionality of State Statutes					

FOR OFFICE USE ONLY: Case Number: _____

SACV09-834 DOC(RNBX)

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or

☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or

☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or

☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Arizona --Plaintiff ROBERT WILDER

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange County - Defendant FIRST AMERICAN CORELOGIC, INC.	Ohio - Defendant JPMORGAN CHASE BANK, N.A

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange, California	Arizona, Ohio

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ **Date** July 17, 2009

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge David O. Carter and the assigned discovery Magistrate Judge is Robert N. Block.

The case number on all documents filed with the Court should read as follows:

SACV09 - 834 DOC (RNBx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

===== :
NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☐ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☒ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Alan Himmelfarb
 KAMBEREDELSON, LLP
 2757 Leonis Blvd., Los Angeles, CA 90058
 (323) 585-8696, ahimmelfarb@kamberedelson.com

FOR OFFICE USE ONLY

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

ROBERT WILDER, an individual, on his own
 behalf and on behalf of all others similarly situated,

PLAINTIFF(S)

v.

JPMORGAN CHASE BANK, N.A., and
 FIRST AMERICAN CORELOGIC, INC.,

DEFENDANT(S).

CASE NUMBER

SACV09-834 DOC(RNBX)**SUMMONS**

TO: DEFENDANT(S): _____

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Alan Himmelfarb, KamberEdelson, whose address is 2757 Leonis Blvd., Los Angeles, CA 90058. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: JUL 17 2009By: Nancy Castro
Deputy Clerk

(Seal of the Court)

SEAL**FOR OFFICE USE ONLY**

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].